



**REQUEST FOR QUOTATION
HQ854315**

**Quotations are due by 3:00 P.M., Local Time
February 13, 2008**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Date: February 1, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting <http://www.azspo.az.gov/PoliciesDocuments/terms/UIOv7.pdf> for the Instructions, and <http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts. By signing this form, the offeror self certifies that it is a small business as defined above.

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Submittal Location:

1740 West Adams, Room 303
Phoenix, AZ 85007

Contracts Officer/Buyer: Bill Selman

Phone: (602) 542-1129 Fax: (602) 542-1741

Email: selmanw@azdhs.gov

Item	Description of Material or Service See Scope of Work, Pages 8 and 9	Unit	Unit Rate	Total Cost
	Provide examinations and scoring for registration of sanitarians four (4) times per year; exams estimated at one-hundred (100) per year			
1	Provide examinations acceptable to the Sanitarians Council	Each	\$	\$
2	Score examinations	Each	\$	\$
3	Provide individual examination score results to the Sanitarians Council	Each	\$	\$
			Total:	\$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
<hr/>						
Signature		Date		Typed Name and Title		

Chief Procurement Officer: _____

Date: _____

SPECIAL INSTRUCTIONS TO BIDDERS

REQUEST FOR QUOTATION # HQ854315

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

A. [Complete page one \(1\) price sheet](#)

B. [Complete page nine \(9\), paragraph 10.B.](#)

2. **EVALUATION CRITERIA:** Award shall be made to the lowest responsible and responsive bidder whose offer meets the evaluation criteria listed below.

A. Cost

3. ESTIMATED QUANTITIES

The State anticipates ordering the amounts indicated on the first page price sheet. However, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor

4. SINGLE AWARD CONTRACT

This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

SPECIAL TERMS AND CONDITIONS

REQUEST FOR QUOTATION # HQ854315

1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services ("ADHS") intends to enter a contract to provide examinations of applicants for registration as sanitarians. The examinations and scoring shall be provided four (4) times per year.

2. TERM OF CONTRACT (1 YEAR)

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS (4 YEAR MAXIMUM)

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of four (4) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

☒ Fixed Price

5. PRICE INCREASE / PRICE DECREASE

Contractor prices accepted and subsequently awarded by a contract in response to this Request for Quotation (RFQ) shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

6. NEW PRODUCTS

New products announced by manufacturers on contract may be submitted by the contractor for add-on to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

7. INFORMATION DISCLOSURE

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

8. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES

Authorization for purchase of goods and services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this contract.

SPECIAL TERMS AND CONDITIONS

REQUEST FOR QUOTATION # HQ854315

9. PAYMENT

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

10. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request.

These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the State's privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign and date any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, individualized Business Associate Agreements.

If requested by the State, Contractor agrees to sign the State agency's confidentiality statement and to abide by the statements in the form addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the State agency's HIPAA Privacy Compliance Officer.

19. PANDEMIC CONTRACTUAL PERFORMANCE

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the pandemic performance plan shall include:

- a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
- b. Alternative methods to ensure there are products in the supply chain.
- c. An up to date list of company contacts and organizational chart.

SPECIAL TERMS AND CONDITIONS

REQUEST FOR QUOTATION # HQ854315

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- a. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
- b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
- c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

20. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Each Occurrence	\$ 500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the

SPECIAL TERMS AND CONDITIONS

REQUEST FOR QUOTATION # HQ854315

performance of this Contract.

- Combined Single Limit (CSL) \$ 500,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$ 100,000
 - Disease – Each Employee \$ 100,000
 - Disease – Policy Limit \$ 100,000
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **the Arizona Department of Health Services, 1740 West Adams Street, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Arizona Department of Health Services, 1740 West Adams Street, Phoenix, Arizona 85007**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS REQUEST FOR QUOTATION # HQ854315</p>
--

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

SCOPE OF WORK

REQUEST FOR QUOTATION # HQ854315

1. BACKGROUND

The Arizona Department of Health Services (ADHS) is required to oversee the authority for establishing the Sanitarians Council and council duties as set forth in Arizona Revised Statutes (A.R.S.) § 36-136.01. Sanitarians council; members; powers; fees; examinations; renewal; definition. A.R.S. 36-136.01. B. requires, in part, that the council "provide for the examination of applicants for registration as sanitarians."

Rules pertaining to the sanitarian examination are contained in Arizona Administrative Code (A.A.C). R9-16 Article 4. Registration of Sanitarians, which can be located at http://www.azsos.gov/PUBLIC_SERVICES/Title_09/9-16.htm. R9-16-402. A. states "The Council shall provide the sanitarian examination at least four (4) times per calendar year." Examinations per year are estimated at one-hundred (100).

2. OBJECTIVE

Obtain examination services to meet the A.R.S. and A.A.C. requirements and to provide examinations and scoring for registration of sanitarians.

3. SCOPE OF SERVICE

The Contractor shall provide approved exams, exam scoring, and notification to ADHS Sanitarians Council of individual scores for applicants approved by the ADHS Sanitarians Council, at least four (4) times per year. Written and/or electronic exam options will be considered.

4. TASKS

The Contractor shall:

- A. Provide examinations acceptable to the Sanitarians Council
- B. Score the examinations
- C. Provide individual examination score results to the Sanitarians Council

5. REQUIREMENTS

The exams shall be nationally recognized sanitarian registration exams

6. REFERENCE DOCUMENTS

- A. A.R.S. 36-136.01. Sanitarians council; members; powers; fees; examinations; renewal; definition (see <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=36> website)
- B. A.A.C. R9-16 Article 4. Registration of Sanitarians (see website in paragraph 1, BACKGROUND, above)

7. STATE PROVIDED ITEMS

- A. Evaluation and approval of applicants prior to examination
- B. Proctors to administer written exams
- C. [Facility/room to administer exams](#)

8. DELIVERABLES

The Contractor shall provide:

- A. Federal Express Service with prepaid with envelopes
- B. The examination materials
- C. Scoring of the completed examinations, including subject area and total scores
- D. Reports to the Sanitarians Council of the results of the examinations for individuals by subject area and total scores
- E. Invoices (Contractor's Expenditure Reports)

<div style="text-align: center;">SCOPE OF WORK REQUEST FOR QUOTATION # HQ854315</div>

9. DELIVERY SCHEDULE

The tests shall be provided at least seven (7) days prior to the test date to the address in paragraph 10.A. below. Test results shall be provided to ADHS no more than three (3) weeks after receipt of the completed test. Invoices shall be submitted within fifteen (15) days following the month of service.

10. NOTICES, CORRESPONDENCE, AND REPORTS

- A. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Chair, Sanitarians Council
Arizona Department of Health Services
150 N. 18th Avenue, Suite 430
Phoenix, AZ 85007-3245
Phone (602) 364-3122
Fax (602) 364-3146

- B. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

USE TITLE-NOT NAME: _____
Contractor Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____

- C. Payments from ADHS to the contractor shall be sent to:

Only use this section if address is different from above



CERTIFICATE OF INSURANCE

REQUEST FOR QUOTATION# HQ854315

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

EXAMPLE

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE) <input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			General Aggregate Product-Completed Operations Aggregate Person and Advertising Injury Blanket Contractual Liability – written and oral	\$ 1,000,000 \$ 500,000 \$ 500,000 \$ 500,000
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			Bodily Injury – each person Bodily injury – each accident Property Damage	\$ 500,000 \$ 500,000 \$ 500,000
	<input type="checkbox"/> UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			Each accident Disease – each employee Disease – Policy Limit	\$ 100,000 \$ 100,000 \$ 100,000
	<input type="checkbox"/> OTHER				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER	DATE ISSUED _____
	_____ AUTHORIZED REPRESENTATIVE